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Attorneys for Defendant
SKYWEST AIRLINES, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

TREMAINE WILSON, et al.,

Plaintiffs,

v.

SKYWEST AIRLINES, INC.,

Defendant.

Case No. 3:19-CV-01491-VC

Assigned for all purposes to the
Honorable Vince Chhabria

**STIPULATION AND ~~PROPOSED~~
ORDER**

1 1. WHEREAS, On February 13, 2019, plaintiffs Tremaine Wilson and Lauren
 2 Becker (“Plaintiffs”) filed a complaint for damages against SkyWest in San Francisco County
 3 Superior Court, Case No. CGC-19-573737, entitled Tremaine Wilson and Lauren Becker, et al. v.
 4 SkyWest Airlines, Inc., et al. (the “Complaint”). In the Complaint, Plaintiffs assert claims for: (1)
 5 unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) waiting
 6 time penalties; (5) penalties for non-compliant wage statements; (6) civil penalties for violations
 7 of California’s Private Attorneys General Act (“PAGA”); and (7) unfair business practices.

8 2. WHEREAS, the action was removed to this Court on March 22, 2019 (Dkt. 1), and
 9 a Second Amended Complaint was filed on October 5, 2020 (Dkt. 52), which dismissed the first
 10 claim for unpaid overtime and revised the alleged class definition.

11 3. WHEREAS, on July 12, 2021, the Court granted Defendants’ motion for summary
 12 adjudication as to Plaintiffs’ individual wage statement claims and granted Plaintiffs’ motion for
 13 summary adjudication as to their individual meal and rest period claims. (Dkt. 93)

14 4. WHEREAS, on January 31, 2022, the Court denied class certification as to the
 15 meal and rest period claims. (Dkt. 120)

16 5. WHEREAS, the Parties met and conferred concerning the future events of the
 17 case. The Parties have discussed the likelihood that Defendants would bring a motion to strike
 18 the PAGA claim under the recent authority of *Wesson v. Staples the Office Superstore, LLC*, 68
 19 Cal. App. 5th 746 (2021). After a trial as to the remaining claims, both sides would likely appeal
 20 one or more of the rulings in this case.

21 6. WHEREAS, Plaintiff’s Counsel herein has recently noticed an intent to bring
 22 similar PAGA claims to be brought by new plaintiffs, who will seek penalties on behalf of the
 23 State of California and current and former flight attendants.

24 7. WHEREAS, in light of the foregoing, the Parties negotiated a settlement which
 25 will become effective once this Stipulated Request for Dismissal is approved by the Court. The
 26 general terms of the settlement provide that the two named Plaintiffs will each be paid \$5,000,
 27 which fully compensates Plaintiffs for their remaining claims, and Plaintiffs’ counsel will be
 28 reimbursed for his costs of suit and attorneys’ fees reasonably incurred in the prosecution of his

clients' individual claims through the summary judgment rulings, less sums attributed to the prosecution of the now defunct class claims. The PAGA claim will be dismissed without prejudice and without the payment of money. Neither the State of California, nor any of the "aggrieved employees" other than the named Plaintiffs, will release their claims under PAGA.

THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES HERETO, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS:

The Parties jointly request that the Court approve the dismissal of Plaintiffs' individual claims with prejudice and the PAGA claim without prejudice pursuant to the Parties' settlement and close the case. Each Party shall bear their own fees and costs except as set forth above.

So stipulated.

Dated: March 28, 2022

JONES DAY

By: /s/ Amanda C. Sommerfeld
Amanda C. Sommerfeld

Counsel for Defendant
SKYWEST AIRLINES, INC.

Dated: March 28, 2022

THE BAINER LAW FIRM

By: /s/ Matthew R. Bainer
Matthew R. Bainer

Counsel for Plaintiffs
TREMAINE WILSON and LAUREN
BECKER

ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(h)(3)

I, Amanda C. Sommerfeld, attest that concurrence in the filing of this document has been obtained from the other signatories. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 28th day of March, 2022, at Los Angeles, California.

/s/ Amanda C. Sommerfeld
AMANDA C. SOMMERFELD

~~[PROPOSED]~~ ORDER

Having read and considered the Parties' stipulation, and good cause appearing therefor, approval of the Order requested is granted. The case is dismissed.

IT IS SO ORDERED.

DATED: March 29, 2022 _____

